

THE VENUE NETWORK, INC.

EMPLOYEE HANDBOOK

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medical**

Welcome To The Venue Network, Inc.!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of The Venue Network, Inc., the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

David Gardner
CEO

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A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the CFO of the company in a signed written contract, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the CFO of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON.

WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE CFO OF THE COMPANY.

This Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Building For The Future

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last -- You.

At all times, you represent the company, and it is up to each one of you to take this responsibility seriously. Our company exists with your joint efforts. Don't underestimate your contribution to it. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our customers who will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these customers, we want to ensure that our good service continues by always giving our customers the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

Equal Employment Opportunity

Our company is committed to equal employment opportunity. We will not discriminate against employees

or applicants for employment on any legally recognized basis ["protected class"] including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability or any other protected class under federal, state or local law.

In North Carolina, the following are a protected class: race, religion, color, national origin, age, sex, military service, disability, sickle cell trait [as to discharge or refusal to employ], hemoglobin C trait [as to discharge or refusal to employ] and genetic information or on account of having requested genetic testing or genetic counseling services [as to discharge or refusal to employ].

You may discuss equal employment opportunity related questions with the CFO or any other member of management.

Americans With Disabilities Act

Our company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify the CFO of the need for accommodation. Upon doing so, the CFO may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

Life Threatening Illnesses

Employees occasionally develop serious or life threatening illnesses. Our company is committed to supporting such employees' efforts to continue their normal pursuits, including working. When necessary and where required by law, the company will provide reasonable accommodations to otherwise qualified individuals with disabilities, including employees with serious or life threatening illnesses. All employees, including employees with serious or life threatening illnesses, must maintain acceptable performance standards.

An employee's medical information is confidential. Disclosure of employee medical information is restricted to limited situations where a manager or supervisor has a job-related reason to know it. Employees who disclose employee medical information without proper authorization will be subject to disciplinary action, up to and including discharge.

Employees with questions or concerns about life threatening illnesses are encouraged to contact their supervisor for information and referral to appropriate services and resources.

A Word About Our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

NonHarassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason ["protected class"] including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability or any other protected class under federal, state or local law. Harassment of third parties by our employees is also prohibited.

In North Carolina, the following are a protected class: race, religion, color, national origin, age, sex, military

service, disability, sickle cell trait [as to discharge or refusal to employ], hemoglobin C trait [as to discharge or refusal to employ] and genetic information or on account of having requested genetic testing or genetic counseling services [as to discharge or refusal to employ].

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee harasses another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voicemail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to the following member of management who has been designated to receive such complaints: David Gardner at (919) 244-3048 @ 201 James Jackson Ave., Cary, NC 27513.

The company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

Sexual Harassment

Any type of sexual harassment is against company policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voicemail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

- .1 Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment,

should report the situation immediately to one of the following member of management who has been designated to receive such complaints: David Gardner at (919) 244-3048 @ 201 James Jackson Ave., Cary, NC 27513.

- .2 The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
- .3 The company will conduct all investigations in a discreet manner. The company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
- .4 The reporting employee and any employee participating in any investigation under this policy have the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

Categories Of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

FULLTIME EMPLOYEES regularly work at least a 40-hour workweek.

PARTTIME EMPLOYEES work less than 36 hours each week.

INTERN EMPLOYEES work for a limited term and are not eligible for benefits. All temporary employees must have a written agreement specifying term of the engagement and the work to be preformed.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES - Pursuant to applicable federal and state laws, exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their salary under the company's policies.

Upon hire, your supervisor will notify you of your employment classification.

Anniversary Date

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see your supervisor.

Certification, Licensing And Other Requirements

You will be informed by your supervisor if there are any licensing, certification or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for termination.

Immigration Reform And Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

New Employee Orientation

Upon joining our company, you were electronically sent our Employee Handbook. After reading this Employee Handbook please print and sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the company and your job.

Talk To Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the department head. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the COO.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Your Pay And Progress

Recording Your Time

All employees must record their hours on the computer.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Saturday and ends on Friday.

Payday

You will be paid biweekly on Friday for the period that ends on the previous Friday.

When our payday is a holiday, you normally will be paid on the first working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to their supervisor immediately. Their supervisor will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The company is required by law to make certain deductions from your paycheck each pay period. Such

deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the company that exempt (salaried) employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or

- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources Department.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor federal and applicable state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You will have your pay deposited into your bank account through our direct deposit program. If you do not have a bank account you will be issued a debit card that you can use to access your pay.

Performance Reviews

Your performance is important to our company. Once each year, generally in May, your supervisor will review your job progress within our company and help you set new job performance plans.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the company.

New employees will generally be reviewed at the end of their introductory period.

Job Descriptions

The company maintains a job description for each position in the company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

Pay Raises

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

Pay Advances

Pay advances will not be granted to employees.

Overtime

There may be times when you will need to work overtime so that we may meet the needs of our customers. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and onehalf their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with human resources.

On Call

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

Time Away From Work And Other Benefits

Employee Benefits

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify its benefits at any time. We will keep you informed of any changes.

Holidays

Our company normally observes the following holidays during the year:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays immediately upon hire.

Paid Time Off (PTO)

Full-time employees are eligible for paid time off (PTO) after they have completed their Introductory Period .

Vacation time will be immediately available at the beginning of each fiscal year (January 1) and will not accrue on a monthly or yearly basis. The amount of vacation an employee will be eligible for in their first year of employment will depend upon their date of hire during the fiscal year. Employees with less than five years of service will have up

to fifteen days of PTO per year. After completing five years of service, employees will have up to twenty days of PTO per year.

Vacation time should be arranged with your manager in advance. Employees can carry over up to five (5) days of their PTO balances into the next fiscal year. All other PTO time not used by fiscal year end or at the time of separation will not be paid out, except where required by law.

Employees may not end employment with PTO.

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Submit PTO requests in writing at least two weeks in advance to your supervisor. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use PTO to care for a child who is sick.

Pay is not granted in lieu of taking the actual time off. However, PTO time can be carried over to the following year, up to a maximum of five days with special management approval.

Jury Duty

Full-time employees summoned for jury duty are paid their normal rate of pay for up to five days. Thereafter, the leave is unpaid. All other employees are granted an unpaid leave in order to serve.

Employees must provide the company with a copy of the court payment records in order to be compensated.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the office manager as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (PTO) may be used for this leave if the employee chooses. Military orders should be presented to the office manager and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the office manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the office manager.

Witness Leave

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify the office manager of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

School Visitation Leave

Employees who are parents, guardians or acting in place of the parents of a school-aged child are allowed four hours without pay per year, at a mutually agreed upon time, to attend or otherwise be involved at that child's school. You must provide a written request 48 hours prior to the leave and verification from the school that you attended or were otherwise involved at the school during the time of the leave.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bereavement Leave

Full-time employees who have completed their introductory period are eligible for five paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Full-time employees, who have completed their introductory period are eligible for three paid days to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to the office manager as soon as possible. Our company reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Domestic Violence Leave

The company will grant reasonable leave from work without pay to employees who require time away from work in order to pursue legal action to protect themselves from domestic violence. For the purposes of this policy, domestic violence occurs when an employee or a minor child residing with, or in the custody of, the employee is subject to actual or threatened physical harm, including sexual offenses, by a current or former spouse, a person of the opposite sex who lives with (or lived with) the employee, a parent, a party who stands in loco parentis to the minor child, a grandparent, a person who has a child in common with the employee, a current or former household member, or a person of the opposite sex who is in a dating relationship with the employee, or who is a victim of stalking as defined by N.C.G.S. § 14-277.3.

The company may require an employee who takes leave under this policy to submit documentation to support the employee's request for leave.

When feasible, affected employees must provide the company with advance notice of the need for leave. If an employee is not able to provide advance notice of the need for leave, the company may require the employee to provide documentation of the emergency(ies) that prevented the employee from providing advance notice.

Exempt employees who take leave under the policy may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Victims Of Crime Leave

The company will grant reasonable leave from work without pay to employees who require time away from work in order to pursue protective orders and civil no contact orders to protect themselves against nonconsensual sexual conduct and stalking as defined by N.C.G.S. § 14-277.3.

The company may require an employee who takes leave under this policy to submit documentation to support the employee's request for leave.

When feasible, affected employees must provide the company with advance notice of the need for leave. If an emergency prevents an employee from providing advance notice of the need for leave, the company may require the employee to provide documentation of the event(s) that prevented the employee from providing advance notice.

Exempt employees who take leave under this policy may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Medical Insurance

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract after ninety days of employment.

Information and enrollment forms may be obtained from the office manager.

To assist you with the cost of this insurance, our company pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from the office manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office manager.

Dental Insurance

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract after ninety days of employment.

Information and enrollment forms may be obtained from the office manager.

To assist you with the cost of this insurance, our company pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the office manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office manager.

Vision Care Plan

Eligible full-time employees may enroll in this plan after ninety days of employment.

To assist you with the cost of this plan, our company pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

Complete details of this plan may be obtained from the office manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office manager.

Prescription Drug Plan

Full-time employees may enroll in this plan after ninety days of employment.

The cost of this plan is shared between the company and the employee.

Complete details of this plan may be obtained from the office manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group prescription drug insurance plan in accordance with the terms of the policy and/or applicable state law. For more information, contact the office manager.

Life Insurance

Eligible full-time employees may enroll in this plan after ninety days of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the company.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from the office manager.

COBRA

You and your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the office manager

Disability Leave

Full-time employees are eligible for an unpaid disability leave after ninety days of employment. Disability leave due to non-occupational illness, injury or pregnancy-related disability is not to exceed twelve weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work.

If you qualify for a leave under the Family and Medical Leave Act, we will continue to maintain health benefits under the same terms and conditions applicable to employees not on leave. Otherwise, to the extent allowed by the insurance contract, we will continue to provide medical insurance, dental insurance and vision care insurance coverage for employees on authorized disability leave for the first three months of disability. During this time you will be responsible for paying your portion of the monthly premium(s). When the above period expires, you may continue your medical insurance, dental insurance and vision care insurance coverage by making arrangements with the office manager to pay the entire monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

If your leave is covered by the Family and Medical Leave Act, we will return you to the same or an equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Federal Family And Medical Leave Act

Eligible employees may take up to 12 weeks of paid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon their return to work.

To be eligible for family/medical leave, you must satisfy both of the following conditions:

- .1 Worked for the company for at least 12 months and for at least 1,250 hours in the past 12 months; and
- .2 At the time leave is requested either: (a) worked at a worksite with 50 or more employees or (b) worked at a worksite with less than 50 employees if 50 or more employees are employed within 75 miles of the worksite.

Eligible employees may take family/medical leave for any of the following reasons:

- .1 The birth of your child and to care for such child; or
- .2 The placement of a child with you for adoption or foster care, and in order to care for the newly placed son or daughter; or
- .3 To care for a spouse, child, or parent ("covered relations") with a serious health condition; or

- .4 Because of your own serious health condition that renders you unable to perform an essential function of your position.

Any leave due to the birth and care of such child or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within one year of the date of birth or placement of the child.

If you request leave because of a birth, adoption or foster care placement of a child or to care for a covered relation with a serious health condition any accrued paid vacation, personal days or family leave must be used first as part of your family/medical leave.

If you request leave because of your own serious health condition or to care for a covered relation with a serious health condition any accrued paid vacation, personal days or family leave must be used first as part of your family/medical leave.

The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Also, your family/medical leave may run concurrently with other types of leave.

During an approved family/medical leave, the company will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid family/medical leave, the company will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with the office manager.

- Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse the company for the cost of the premiums paid by the company for maintaining coverage during your unpaid leave unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

When spouses are employed by this company, they are entitled to a combined total of up to 12 weeks' leave: (1) for birth, adoption, or foster care and in order to care for such a child; or (2) to care for a parent with a serious health condition. Each individual is entitled to 12 weeks' leave because of his or her own serious health condition or to care for the serious health condition of his or her child or spouse without counting leave time taken by the other spouse.

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If the leave is unpaid, the company will adjust your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, the company may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that has equivalent pay and benefits.

You must complete the appropriate family/medical leave forms. These forms are available from the office manager.

If your need for family/medical leave is foreseeable, you must give 30 days' prior written notice. If this is not possible, you must give notice to the office manager as soon as is practicable (within one or two business days of learning about your need for leave). Failure to provide such notice may be grounds for delay of leave. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the company's operations.

Medical Certification for a Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from the office manager. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The company, at its expense, may require an examination by a second health care provider designated by the company, if it has reason to doubt the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The company may require subsequent medical recertification. Failure to provide requested certification within 15 days if such is practical may result in delay of further leave until it is provided.

Tracking Your Leave

The 12-month period in which 12 weeks of leave may be taken is the calendar year.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, contact the office manager on a prescheduled basis regarding the status of the leave and your intention to return to work. In addition, you must give notice as soon as is practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Returning To Work

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you must provide fitness-for-duty certification that you are able to resume work before you return. Obtain return-to-work fitness-for-duty forms from the office manager.

Employees failing to complete the return-to-work medical certification form will not be permitted to resume work until it is provided.

Certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position. Key employees are those salaried employees who are among the highest paid ten percent of employees within 75 miles of the worksite. Denial is based on the following conditions:

- .1 The denial is necessary to prevent substantial economic injury to the employer;

- .2 The employer has notified the employee of his or her "key" employee status as well as its decision to deny restoration should the leave take place or continue; and
- .3 The employee elects not to return to work after being notified of the employer's decision.

No Work While On Leave

The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

State and Local Family and Medical Leave Laws

Where state or local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

Short-Term Disability Insurance

You may be eligible for short-term disability insurance benefits if you are ill or injured and unable to work.

All full-time employees are eligible for the short-term disability insurance program after 90 consecutive days of employment. This insurance program is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary for up to 26 weeks.

The cost of this insurance is the responsibility of the employee.

Please check with the office manager for additional information concerning this benefit.

Long-Term Disability Insurance

Eligible employees may participate in our long-term disability insurance program.

Full-time employees are eligible to enroll in this insurance program after ninety days of employment.

Long-term disability insurance provides eligible employees with a continuing source of income after three consecutive months of total disability. The benefits are calculated as a percentage of your salary.

The cost of this insurance is the responsibility of the employee.

This is intended as a summary of benefits only. Additional information may be obtained from the office manager.

Social Security

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the office manager.

Workers' Compensation

Onthejob injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the office manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

401(k) Qualified Retirement Plan

Our company provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the office manager. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

Employee Assistance Program

Eligible full-time employees may participate in our employee assistance program after completing their introductory period.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit helps eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the office manager.

On The Job

Attendance And Punctuality

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your manager as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for two days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

Meal Time

A one hour, unpaid meal break should be taken each day. Your manager is responsible for approving the scheduling of this time.

Breaks

Two, 15-minute paid breaks will be approved by your manager each day.

Contact With The Company

The company should know your location at all times during business hours. Your manager will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the company during working hours.

On The Job Training

Your manager is responsible for initiating all on-the-job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your manager.

Standards Of Conduct

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

Computer Software Licensing

The company purchases or licenses the use of various computer software programs. Neither the company nor any of the company's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to \$250,000 fine and up to five years in jail.

The company does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the company shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Customer And Public Relations

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Solicitation And Distribution

To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by nonemployees on these premises is prohibited at all times.

Changes In Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain upto date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your manager promptly.

Care Of Equipment

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your manager at once.

Employment Of Relatives

A supervisor may not hire or supervise an individual if that individual and the supervisor have an on-going romantic relationship, including but not limited to, marriage, or if that individual is a member of the supervisor's immediate family. The term "immediate family" refers to parents, children, sisters, brothers, nieces, nephews or other family members residing in the same household.

In the case of marriage of persons within the same department, an effort will be made to assign comparable job duties so as to minimize problems of supervision, safety, security and morale.

Employee Referral Bonus

The company will pay a \$500 referral bonus to any employee who refers an applicant to our company who is ultimately hired by the company to a full-time position. The bonus is payable upon completion of the newly hired employee's introductory period. The referring employee must still be employed with the company at the time the bonus is to be given. Employee referrals must be directed to your manager.

Travel/Expense Accounts

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals

This list is not all-inclusive. See your manager regarding additional reimbursable business expenses.

Relocation Assistance

From time to time, depending on business needs, our company may need to transfer and relocate employees to different geographic areas where we may conduct business. The company will pay for certain relocation expenses. Please contact your manager for further details.

Personal Property

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

Visitors

If you are expecting a visitor, please notify your manager and the Office Manager. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Electronic Mail Monitoring

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have installed an internal electronic mail (e-mail) system to facilitate the transmittal of business-related information within the company and with our customers.

The e-mail system is intended for business use only. The use of the company's e-mail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the e-mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail passwords must be made available to the company at all times. Please notify your manager if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the company's private e-mail system and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the company's private e-mail system will be disclosed to management. Employees should not assume that communications that they send and receive by the company's private e-mail system are private or confidential.

Voice Mail Monitoring

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have a voice mail system to facilitate the transmittal of business-related information within the company and with our customers.

The voice mail system is intended for business use only. The use of the company's voice mail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the voice mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the transmission of sexually-explicit messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

All voice mail passwords must be made available to the company at all times. Please notify your manager if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the company's private voice mail system and the voice mail of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the company's private voice mail system will be disclosed to management. Employees should not assume that communications that they send and receive by the

company's private voice mail system are private or confidential.

Internet Usage

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to Internet usage, including the use of instant messaging programs. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.

Acceptable Use Of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry or similar text messaging devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Non-Harassment, Sexual Harassment, Equal Employment Opportunity, Protecting Company Information, Solicitation and Distribution, E-Mail Monitoring, Voicemail Monitoring, and Internet Usage. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of company policies.

In addition, employees may **not** use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Systems Supervisor;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To access any “blog” or otherwise post a personal opinion on the intranet;
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the company. Employees may not install password or encryption programs without the written permission of our Systems Supervisor. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Violations of this policy may result in disciplinary action up to and including discharge **as well as possible civil liabilities or criminal prosecution**. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your manager for advance clarification.

Laptop Security

Each employee provided with a laptop is responsible for the physical security of the laptop. All laptops acquired for or on behalf of the company are company property. The Laptop must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the laptop immediately upon request of the company. A laptop user must notify your manager immediately if the laptop is lost, stolen, misplaced, or damaged. All work created or performed on the laptop is company property. The laptop is subject to inspection by the company at any time without further advance notice. The laptop must be used in a manner that complies with all company policies including the Acceptable Use Of Electronic Communications, Non-Harassment, Sexual Harassment, Equal Employment Opportunity, Protecting Company Information, Solicitation and Distribution, E-Mail Monitoring, Voicemail Monitoring and Internet Usage.

Violations of this policy may be grounds for disciplinary action up to and including immediate termination of employment.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a casual environment. All employees should use discretion in wearing attire that is appropriate for the office and customer interaction.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Protecting Company Information

Protecting our company's information is the responsibility of every employee, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the company's confidential business with anyone who does not work for us. You may be required to sign a non-compete and/or a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the Office Manager.

The company's address shall not be used for the receipt of personal mail.

Conflict Of Interest/Code Of Ethics

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its customers, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

Parking

Free parking facilities are available to employees. You are required to park within the designated areas.

The company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your car doors.

Contact With The Media

All media inquiries regarding the company and its operations must be referred to the VP of Marketing. Only the VP of Marketing is authorized to make or approve public statements pertaining to the company or its operations. No employees, unless specifically designated by the VP of Marketing, are authorized to make those statements.

Office Supplies

Our company maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies can be located break room.

If you need additional items not regularly stocked, please speak to the Office Manager to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your manager with at least two weeks' advance notice. Your thoughtfulness is

appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Employees, who are rehired following a break in service in excess of 60 days, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned upon termination. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

Safety In The Work Place

Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

- .1 Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
- .2 The use of illegal substances during working hours will not be tolerated. The possession of illegal substances on the company's property is forbidden.
- .3 Use, adjust and repair machines and equipment only if you are trained and qualified.
- .4 Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
- .5 Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
- .6 Know the locations, contents and use of first aid and fire fighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, customers and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

Smoking In The Workplace

Our company is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas outside the building.

Violations of this policy may result in disciplinary action, up to and including discharge.

Concealed Weapons

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

In An Emergency

Your supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If your supervisor is unavailable, contact the nearest company official.

Should an emergency result in the need to communicate information to employees outside of business hours, your supervisor will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your supervisor when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your supervisor or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your supervisor to await further instructions or information.

Please direct any questions you may have about the company's emergency procedures to your supervisor.

Substance Abuse

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we

have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work, or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination, may be permitted in lieu of termination, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to your supervisor.

Receipt Of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have read an electronic copy of The Venue Network, Inc., Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the president of the company in a signed written contract, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS
MEANS THAT REGARDLESS OF ANY PROVISION IN
THIS EMPLOYEE HANDBOOK, THE COMPANY OR I
MAY TERMINATE THE EMPLOYMENT**

RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____